

Department of Water and Power
of the City of Los Angeles

Open Access Transmission Tariff
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ATTACHMENT A

Form Of Service Agreement For Firm Point-To-Point Transmission Service

- 1.0 This Service Agreement No. BP 23-002, dated as of _____, is entered into, by and between Los Angeles Department of Water and Power (the Transmission Provider), and Open Mountain Energy, LLC ("OME"), a corporation organized and existing under the laws of the State of Utah. ("Transmission Customer").
- 2.0 The Transmission Customer has been determined by the Transmission Provider to have a Completed Application AREF No. 98221413 for Firm Point-To-Point Transmission Service under the Tariff.
- 3.0 The Transmission Customer has provided to the Transmission Provider an Application deposit in accordance with the provisions of Section 17.3 of the Tariff. This section does not apply to Short-Term Transmission Agreements.
- 4.0 Service under this agreement shall commence on the later of (1) the requested service commencement date, or (2) the date on which construction of any Direct Assignment Facilities and/or Network Upgrades are completed. Service under this agreement shall terminate on such date as mutually agreed upon by the parties.
- 5.0 The Transmission Provider agrees to provide and the Transmission Customer agrees to take and pay for Firm Point-To-Point Transmission Service in accordance with the provisions of Part II of the Tariff and this Service Agreement.
- 6.0 Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below.

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Transmission Provider:

Los Angeles Department of Water and Power
c/o Director of Power Transmission Planning, Regulatory, and Innovation
111 N Hope St., Room 819, John Ferraro Building
Los Angeles, California 90012

Transmission Customer:

Open Mountain Energy, LLC
Attn: Brady Olson, Chief Operating Officer
3451 N Triumph Blvd
Lehi, UT 84043

- 7.0 The Tariff is incorporated herein and made a part hereof.
- 8.0 For Long-Term Firm Point-to-Point Service, Transmission Customer has included the two-page form entitled "*Specifications For Long-Term Firm Point-To-Point Transmission Service*" and such form is made a part of this agreement.
- 9.0 The following provision applies, only if the contract term is two (2) years or more:
- Automatic renewal option:** This TSA will automatically renew for an additional term through June 15, 2027, unless either Party notifies the other party of the termination of this automatic renewal option on or before the date that is one (1) year prior the last day of the initial term of the TSA. Under no circumstance may the term be renewed beyond June 15, 2027.
10. If applicable (refer to Section 5.2 of the Tariff), Transmission Customer has attached the executed Governmental Use Certificate (refer to Attachment A-2 of the Tariff).

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IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials.

Transmission Provider:

By: JANISSE QUIÑONES Chief Executive Officer Date
and Chief Engineer

And: CHANTE L. MITCHELL
Board Secretary

Transmission Customer:

By:  COO 01/05/23
BRADY OLSON Chief Operation Officers Date

APPROVED AS TO FORM AND LEGALITY
HYDÉE FELDSTEIN SOTO, CITY ATTORNEY

MARCH 23, 2023

BY 
SYDNI DRISCOLL
DEPUTY CITY ATTORNEY

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Specifications For Long-Term Firm Point-To-Point
Transmission Service

1.0 Term of Transaction: Two (2) Years

Start Date: 00:00 hours Pacific Prevailing Time, March 1, 2025

Termination Date: 00:00 hours Pacific Prevailing Time, March 1, 2027

2.0 Description of capacity and energy to be transmitted by Transmission Provider including the electric Control Area in which the transaction originates.

Twenty (20) MW from Humboldt House generating facility located in the NV Energy Control Area.

This service is granted as a conditional firm product. Long-Term Firm Point-to-Point transmission with the conditional curtailment option as outlined in Section 6.0 shall be transmitted by the Transmission Provider, subject to curtailable conditions as defined in Section 6.0. All capacity and associated energy transmitted under this Service Agreement shall be scheduled pursuant to the scheduling practices of the Tariff.

3.0 Point(s) of Receipt: Gonder Substation (NERC POR: GON.IPP)

Delivering Party: Open Mountain Energy, LLC

4.0 Point(s) of Delivery: Mona Station (NERC POD: MDWP)

Receiving Party: California Independent System Operator (CAISO)

5.0 Maximum amount of capacity and energy to be transmitted (Reserved Capacity): Firm Capacity reservation with the conditional curtailment option. The maximum amount of capacity and energy to be transmitted is twenty (20) MW during the term of service.

6.0 Conditional Curtailment Option – System Conditions:

6.1 The system condition is that the transmission path has limited to zero ATC in some time periods due to existing firm obligations. LADWP has acquired the transmission capacity pursuant to LADWP's Excess Power Sales Agreement with certain sellers (the "Utah Participants"). Contractually, the transmission capacity is subjected to recall from the Utah Participants pursuant to LADWP's Excess Power

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Sales Agreement with the Utah Participants. LADWP has capacity only if, and to the extent, the Utah Participants do not exercise their contractual rights to the capacity. The determination is made by the Utah Participants every 6 months. LADWP will notify OME if the capacity of the service is recalled by Utah Participants after their Summer Season election (March 25 – September 24) and Winter Season election (September 25 – March 24).

6.2 Transmission Customer's transmission service will be subject to curtailment under the Conditional Curtailment Option at a priority equal to secondary network transmission service (6-NN) under the system conditions described in sub-section 6.1 above; provided, however, Transmission Customer shall not be entitled to utilize the transmission capacity when, and to the extent, the system conditions described in sub-section 6.1 above are triggered in the event LADWP's Excess Power Sales Agreement is ever interpreted as to preclude LADWP's non-firm use of the transmission capacity when the transmission capacity is recalled by the Utah Participants. At all other times and conditions, the transmission service shall be treated as firm Point-to-Point transmission service subject to pro-rata curtailments with other firm service.

7.0 Designation of party(ies) subject to reciprocal service obligation: None

8.0 Name(s) of any intervening systems providing transmission service: None

9.0 Service under this Agreement may be subject to some combination of the charges detailed below. (The appropriate charges for individual transactions will be determined in accordance with the terms and conditions of the Tariff.)

9.1 Transmission Charge: As per the Tariff.

9.2 System Impact and/or Facilities Study Charge(s): None.

9.3 Direct Assignment Facilities Charge: None.

9.4 Ancillary Services Charges: As per the Tariff.